

FIG. 2

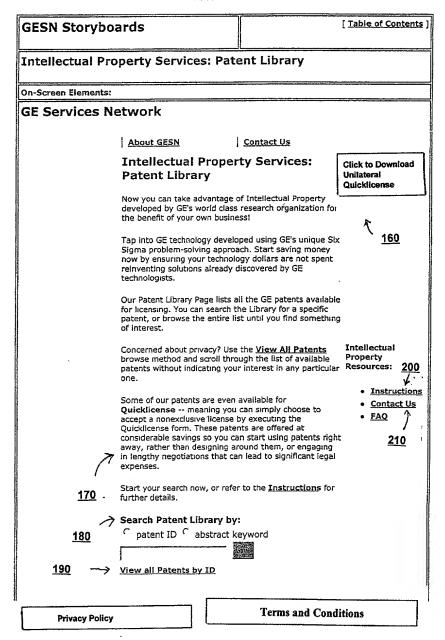


FIG. 3

GESN Storyboards	[Table of Contents]
Intellectual Property Services: Pate	ent Library Instructions
On-Screen Elements:	
GE Services Network	
About GESN	Contact Us
Intellectual Proper Patent Library Inst	-
In the Patent Library you'll find negotiated license together wit Quicklicense. Quicklicense pate be licensed in three easy steps	th patents available for ents are those which can
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Search Patent Library by: patent number Tabstr patent number View all Patents by number	ract keyword
Privacy Policy Terms and Conditions	© General Electric Company 2000
Functional Descriptions:	and the second s
Static content and patent database search form. No auth	entication required.

FIG 4.

GESN Storyboards	[<u>Table of Contents</u>]
Patent Library: Contact Form	
On-Screen Elements:	
GE Services Network	
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Contact Us	`
Do you have questions about tell us in the form below and get in touch with you.	
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* Last Name:	
Company Name:	
* Phone Number:	Intellectual Property
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Specific Patent Number(s):	• FAQ
Comments:	
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FIG 6(a)

License Agreement

This unilateral license agreement ("Agreement") is effective as of the date that LICENSEE (as defined below) indicates acceptance by the General Electric Company ("GE") receiving a properly executed copy of this Agreement at facsimile number 1-413-448-7601 ("Effective Date"). This Agreement is by and between GE, a New York corporation operating through its GE Plastics business unit and having its principal place of business at One Plastics Avenue, Pittsfield, Massachusetts 01201 ("GE"), and [Insert legal name of Licensee]
("LICENSEE"), a [Insert entity information]
(Insert name and address of entity having legal capacity to enter into, and be fully bound by, this contract).
WHEREAS, GE has obtained certain patent rights and has made said patent rights available for unilateral, nonexclusive license by listing them on World Wide Web Site http://www("Web Site");
WHEREAS, LICENSEE wishes to accept GE's offer of a unilateral, nonexclusive license under the terms of this Agreement;
Now therefore, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the Parties agree as follows:
1. DEFINITIONS

- "Licensed Patent" means each of the United States Patents listed in Appendix A 1.3 of this Agreement, and any foreign equivalent patent(s) claiming priority rights to, or from which priority rights are claimed by, any of such United States Patents.
- 1.4 "Licensed Product" means product sold by the LICENSEE or its customer which would, but for this Agreement, infringe a Licensed Patent.
- 1.6 "Subsidiary" means an entity over 50% of the voting stock is now or hereafter and only so long as remaining, owned or controlled, directly or indirectly, by LICENSEE.
- 1.2 "Controlled Company" means an entity up to 50% of the voting stock of which is now or hereafter and only so long as remaining, directly or indirectly, owned or controlled by LICENSEE when LICENSEE also has the irrevocable right to name a majority of the members of the governing board of, or effective managerial control by virtue of a management agreement entered into with, such entity.
- 1.1 "Affiliate" means an entity which is now or hereafter and only so long as remaining, directly or indirectly, in control of or controlled by LICENSEE, where

FIG. 6(b)

such control is the ownership of a majority of the voting stock, or of the maximum percentage permitted under local laws or regulations in those countries where 50% ownership by a foreign entity is not permitted.

1.5 "Party" and "Parties" mean individually and collectively GE and LICENSEE, respectively.

2. LICENSE

- 2.1 After LICENSEE's performance pursuant to Section 3 below, GE grants LICENSEE, Subsidiaries, Controlled Companies and Affiliates an irrevocable, nonexclusive license to practice the inventions of the Licensed Patents and to make, have made, use, import, offer for sale and sell Licensed Product throughout the world.
- 2.2 LICENSEE may extend to purchasers of Licensed Product manufactured and sold by LICENSEE, Subsidiaries, Controlled Companies and/or Affiliates immunity from suit under the Licensed Patents for activities related to such purchases.
- 2.3 After LICENSEE's performance pursuant to Section 3 below, GE releases LICENSEE, Subsidiaries, Controlled Companies and Affiliates, their officers and directors, and all purchasers, users and resellers of Licensed Products acquired, directly or indirectly, from LICENSEE, Subsidiaries, Controlled Companies and Affiliates, from any and all claims, demands, and rights of action for any infringement of any Licensed Patent arising before the Effective Date to which the rights and licenses expressly granted pursuant to this Agreement would be a complete defense had the cause of action arisen during the term of this Agreement.

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FIG 6(c)

3. PAYMENT

- 3.1 LICENSEE shall make a non-refundable, single payment to GE within thirty (30) days of the Effective Date ("Payment Date") of the monies calculated as the sum of the following fees:
 - 3.1.1 One hundred thousand United States Dollars (US \$100,000) for each Licensed Patent having an issue date less than four (4) years prior to the Effective Date.
 - 3.1.2 Seventy-Five thousand United States Dollars (US \$75,000) for each Licensed Patent having an issue date less than eight (8) years prior to the Effective Date.
 - 3.1.3 Fifty thousand United States Dollars (US \$50,000) for each Licensed Patent having an issue date greater than or equal to eight (8) years prior to the Effective Date.
- 3.2 LICENSEE shall receive a discount which may be deducted from the sum payable pursuant to Section 3.1. The discount shall be equal to five percent (5%) of the sum calculated pursuant to Section 3.1 multiplied by one less than the total number of United States Patents listed in Appendix Aup to a maximum discount of twenty five percent (25%), such that there is no additional discount for licensing more than 6 U.S. patents.
- 3.3 This Agreement and the license so granted shall terminate if LICENSEE for any reason does not make payment to GE as specified in this Section 3 on a timely basis, except that notwithstanding anything to the contrary in this Agreement, voluntary acceptance by GE of any past due payment shall render such payment timely and shall restore this Agreement and the license so granted to full force and effect as though such payment had in fact been timely made.
- 3.4 If an expired or lapsed patent is erroneously listed on the Web Site and is among the Licensed Patents as of the Effective Date, no fees shall be due for such patent.
- 3.5 If a patent is not listed as available for license on the Web Site on the Effective Date, no license or release will be granted for such unlisted patent. GE reserves the right to add or remove any patents from the Web Site at any time.

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FIG 6(d)

4. ASSIGNABILITY

4.1 The rights and licenses herein granted by GE are personal and may not be assigned or otherwise transferred by LICENSEE without the prior written consent of GE except as an incident to the sale or transfer of the entire business of LICENSEE to which this Agreement relates. Any attempted assignment or transfer without such consent shall be null and void.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 Each Party represents and warrants that it is a legal entity duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or registration.
- 5.2 Each Party, and the signer of this agreement on behalf of LICENSEE represents and warrants that it has the power and authority to enter into and perform its obligations under the Agreement.
- 5.3 Each Party represents and warrants that the Agreement has been duly and validly authorized, executed and delivered by it.
- 5.4 Each Party represents and warrants that the Agreement is valid, legal and binding and enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally.
- 5.5 Each Party represents and warrants that the Agreement does not contravene its certificate of incorporation or by-laws.
- 5.6 Nothing in this Agreement shall be construed as:
 - 5.6.1 a warranty or representation by GE as to the validity or scope of any Licensed Patent; or
 - 5.6.2 a warranty or representation that anything made, used, sold, offered for sale, imported or otherwise disposed of under any license granted in this Agreement, or according to information provided in a Licensed Patent, is or will be free from infringement of any other patent; or
 - 5.6.3 a requirement that GE shall file any patent application, secure any patent or maintain any patent in force, in any country; or

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FIG 6(e)

- 5.6.4 an obligation to bring or prosecute actions or suits against others for infringement or defend any action or suit brought by another which challenges or concerns the validity or scope of a Licensed Patent; or
- 5.6.5 an obligation to furnish any information or know-how; or
- 5.6.6 a conveyance of a right to use in advertising, publicity or otherwise any trademark or tradename of GE; or
- 5.6.7 a grant by implication, estoppel, or otherwise, any licenses or rights under patents of GE other than Licensed Patents, regardless of whether such other patents overlap, are dominant of or subordinate to any Licensed Patent.
- 5.7 EXCEPT AS OTHERWISE SET FÓRTH IN THIS AGREEMENT, GE MAKES
 NO WARRANTIES AND EXPLICITLY DISCLAIMS ANY IMPLIED OR
 STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR
 ANY PARTICULAR PURPOSE WITH RESPECT TO ANY LICENSED
 PATENT OR LICENSED PRODUCT.

6. PATENT INFRINGEMENT

- 6.1 Nothing in this Agreement shall be construed as a warranty or representation that the use of any inventions or information of any Licensed Patents will be free from infringement of other's patents, or as an obligation of GE to defend any actions brought by any other party(s) alleging infringement of or claims of damages due to any patent of such other party(s).
- 6.2 LICENSEE will indemnify, defend and hold harmless GE against all liabilities, demands, damages, expenses and losses resulting from any claim brought or made against GE arising out of activities with respect to the subject matter of this Agreement by LICENSEE or its sublicensees, agents, contractors or customers.

7. INDEMNITY

7.1 LICENSEE will hold GE harmless against all liabilities, demands, damages, expenses, or losses by others arising out of (1) use by LICENSEE or its transferees of Licensed Patents or (ii) any use, sale, or other disposition by LICENSEE or its transferees of Licensed Product.

FIG 6(f)

8. NOTICES

All notices, payments and other communications required or permitted by this Agreement, except for transmittal of the executed copy of this Agreement, shall be in writing and in the English language and shall be delivered by (a) hand, (b) commercial rapid delivery courier service with tracking capabilities, (c) certified or registered mail, return receipt requested, or (d) facsimile or electronic mail with confirmation sent by one of the methods set forth in (a), (b) or (c) within three (3) days of the electronic mail or facsimile transmission, all of the foregoing with costs and postage prepaid and addressed to the Party to be notified at the address set forth below or at such other address or addresses which such Party may later designate. Such notices or other communications shall be deemed to have been given on the date of such delivery or, if delivery is not accomplished by reason of some fault of the addressee, when tendered. Either Party may change its address for the purpose of this Agreement by providing notice to the other Party as set forth in this Section 8.

For GE:

Senior Intellectual Property Counsel
Legal Operation
General Electric Company
One Plastics Avenue
Pittsfield, MA 01201
Facsimile Telephone Number: 413-448-7601

For LICENSEE:

(Insert Licensee address and telephone number and facsimile number information)

Licensee Name

Address

Telephone & Fax

8.2 Transmittal of an executed copy of this Agreement shall be sent via facsimile to facsimile number 1-413-448-7601 with a follow-up copy sent to the above address by commercial rapid delivery courier service with tracking capabilities, such as DHL or Federal Express.

9. APPLICABLE LAW

9.1 This Agreement, and the relationship established hereunder, shall be construed, interpreted and applied in accordance with the laws of the State of New York, excluding its rules regarding the conflict of laws.

FIG 6(a)

9.2 For resolution of any disputes arising out of this Agreement, the Parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts located in the State of New York.

10. INTEGRATION

- 10.1 This Agreement, together with Appendix A, constitutes the entire and only agreement between the Parties relating to the subject matter of of this Agreement and supersedes and cancels any, and all preexisting agreements, negotiations, commitments and representations regarding the Licensed Patents between them. Any representation, promise or condition in connection with such subject matter which is not incorporated in this Agreement shall not be binding upon either Party.
- 10.2 No modification, renewal, extension, waiver, or termination of this Agreement or any of its provisions shall be binding upon the Party against whom enforcement of such modification, renewal, extension, waiver, or termination is sought, unless made in writing and signed on behalf of such Party. As used in this Agreement, the word "termination" includes any and all means of bringing to an end prior to its expiration by its own terms this Agreement, or any of its provision, whether by release, discharge, abandonment or otherwise.

11. MISCELLANEOUS

- 11.1 LICENSEE accepts full responsibility for determining the suitability of any information and any technology described in the Licensed Patents or provided by GE for use in the LICENSEE's processes and products, for use in applications, and for identifying and performing to its own satisfaction all quality control tests, analyses, forecasts and other tests and examinations necessary to assure that any finished parts will be safe and suitable for use under end-use conditions.
 LICENSEE is not relying on GE's expertise or instruction for the success of its own products. LICENSEE acknowledges making its own inquiry and investigation into, and accordingly forming an independent judgment concerning, the quality and possible uses of the Licensed Patents and any information provided by GE.
- 11.2 No provision in this Agreement shall be construed to require any act of commission or omission contrary to the law of any country. Any material present or future statute, law, ordinance or regulation shall prevail over any conflicting provision of this Agreement. In such event the affected provision shall be curtailed and restricted only to the extent necessary to bring it within legal requirements.
- 11.3 If any provision of this Agreement, or its application to any person or circumstance, is to any extent overly broad, invalid or unenforceable, the

FIG 6(h)

- remainder of this Agreement, or other application of such provision, shall not be affected by such overbreadth, invalidity or unenforceability. Each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 11.4 This Agreement does not, and shall not be construed to, convey upon either Party the status of partner, joint venturer, or agent of the other Party, or to establish any relationship between the Parties not specifically described in this Agreement. Each Party expressly disclaims the establishment of any such relationship. Except as and to the extent specifically provided in this Agreement, the relationship created by this Agreement is non-exclusive and each Party reserves the right to enter into similar arrangements with other Parties.
- 11.5 The headings of the articles of this Agreement are not a part of this Agreement and are not intended to aid in the construction of any provision in this Agreement.

FIG 6(i)

The Parties have caused this Agreement to be executed by their respective officers or agents, duly authorized, as of the respective date(s) indicated below.

IN WITNESS WHEREOF, LICENSEE is a corporation and has caused its corporate seal to be affixed and duly attested and this Agreement to be signed by its authorized representative, or LICENSEE is a partnership and has caused this Agreement to be signed before a notary public by a general partner, or LICENSEE is an individual and has signed this agreement before a notary public in his/her own behalf.

(Insert legal name of LICENSEE)
Ву:
Name:
Title (if applicable):
Date:
STATE OF:
:ss:
COUNTY OF:
On this day, of, 20, before me personally came
say that he/she resides in, that he/she is
of, the corporation described in and which executed the above agreement, that he/she knows the seal of said corporation, that the seal affixed to said agreement is said corporate seal, that it was so affixed by authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like authority.
[NOTARY SEAL]
Notary Public

FIG 6(j)

APPENDIX A

LIST OF US PATENTS

Insert List of selected patents which are indicated as available for unilateral license on World Wide Web Site http:_____ on the Effective Date.

(INSERT LIST OF US PATENT NUMBERS)